

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Greenberg Traurig, LLP

2. Registration No.

5712

3. Name of Foreign Principal

Open Joint Stock Company Belarusian Potash Company (OJSC BPC)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Advice and counsel related to pending legislation, as well as educating the government and other opinion leaders regarding the same.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Advice and counsel related to pending legislation, as well as educating the government and other opinion leaders regarding the same.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 11, 2016	David Baron, Shareholder	/s/ David Baron
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**Дополнительное Соглашение №1
к Соглашению на оказание услуг
от 30 июля 2015 г.**

Открытое акционерное общество «Белорусская калийная компания», Республика Беларусь, именуемое в дальнейшем ОАО «БКК» или «Клиент», в лице Полякова А.В., заместителя генерального директора по продажам и маркетингу, действующего на основании доверенности № 79/42-2015 от 11.12.2015, с одной стороны, и Greenberg Traurig, PA, именуемой в дальнейшем «ГТ» или «Фирма», в лице г-на Санфорда С. Сандерса мл., действующего согласно его полномочиям в качестве Управляющего Партнера и помощника казначея Greenberg Traurig, PA, с другой стороны, вместе именуемые Стороны, заключили настоящее дополнительное Соглашение о нижеследующем:

1. Стороны согласились изложить пункт 1 «Предмет Контракта» в следующей редакции:

«ГТ» обязуется представлять интересы ОАО «БКК» и консультировать в работе с государственными органами США (лоббирование).

В частности, услуги «ГТ» будут состоять в мониторинге и поддержании юридических контактов, связанных с вопросами, относящимися к законопроектам, которое уже внесены или могут быть внесены в Конгресс с целью введения санкций в отношении ОАО «БКК».

2. Стороны согласились изложить второе предложение пункта 4 «Оплата услуг» в следующей редакции:

«Сумма оплаты за услуги, описанные выше, составит 5 000 \$ в месяц плюс иные издержки.».

3. Настоящее дополнительное соглашение вступает в силу с 01 мая 2016 года.

**Additional Agreement №1
to the Engagement Agreement
dated July 30, 2015**

Open Joint Stock Company Belarusian Potash Company "BPC" or "Client", in the person of Mr. Polyakov A.V., Deputy Director General for Sales and Marketing, acting on the basis of the power of attorney № 79/42-2015 dated 11.12.2015, on one hand, and Greenberg Traurig, PA further on referred to as "GT" or the "Firm", represented by the Managing Shareholder of the Washington, D.C. Office of Greenberg Traurig, PA, Sanford M. Saunders, Jr., acting on the basis of his authority as a Principal Shareholder and Assistant Treasurer of Greenberg Traurig, PA, on the other hand, concluded the present additional agreement as follows:

1. The parties agree that Section 1 «Subject of the Contract» is to be revised as follows:

«GT undertakes to represent and provide the U.S. government relations counsel to OJSC BPC (lobbying).

More specifically, GT's services will consist of monitoring and maintaining legislative contacts in connection with issues related to legislation that already has or may be proposed in Congress to attempt to impose sanctions upon OJSC BPC.»

2. The parties agree that in section 4 «Fees», the second sentence is to be revised as follows:

«Fees for the services described above will be \$5,000 per month, plus other expenses».

3. The present additional agreement becomes valid since May 1, 2016.

4. По своему единоличному усмотрению и после письменного уведомления «ГТ» Клиент вправе в одностороннем порядке расторгнуть настоящее дополнительное соглашение. В данном случае стороны возвращаются к редакции пункта 1 «Предмет Контракта» и пункта 4 «Оплата услуг», которая существовала до заключения настоящего соглашения.
5. Срок действия настоящего соглашения истекает 31 декабря 2016 года, если Клиент письменно не уведомит «ГТ» о продлении его срока действия.
6. Настоящее соглашение является неотъемлемой частью Соглашения на оказание услуг от 30 июля 2015 г.

Подписи сторон:

От имени Клиента:

Заместитель Генерального директора по продажам
Поляков

От имени ГО
г-н Санфорд С. Саундерс мл.

Дата подписания: «__» _____ 2016

4. At its sole discretion and upon the provision of written notice to GT, Client may cancel the terms of this Additional Agreement such that the Agreement between the parties will revert to the description in Section 1 «Subject of the Contract» and the amount to be paid in Section 4 «Fees» that were in effect prior to this Additional Agreement coming into effect.

5. This Agreement will expire on December 31, 2016 unless upon written notice by Client to GT, Client elects to prolong it.

6. The present Additional Agreement is the integral part of the Engagement agreement dated 30 July 2015.

Signature of parties:

ON BEHALF OF CLIENT

Deputy Director General for Sales and Marketing
Поляков

ON BEHALF OF GREENBERG TRAURIG:

Sanford S. Saunders

Date of signing June 28, 2016

District of Columbia: SS

Subscribed and sworn to before me, in my presence, this 28 day of June, 2016

Susana McTyre, Notary Public, D.C.
My commission expires March 31, 2020.